

Exhibit C
to the
Declaration of Ryan S. Hilbert In Support Of
Maritz's Motion To Stay Arbitration Pending
Determination Of Arbitrability

VISA

June 5, 2007

Via Fax and Certified Mail—Return Receipt Requested

Kelvin Taylor
Maritz Inc.
Attention: President Maritz Loyalty Marketing
1375 N. Highway Dr.
Fenton, MO 63099
Fax: (636) 827-5485

Re: Notice of Termination of Master Services Agreement dated April 17, 2006
(the "Agreement") between Visa U.S.A. Inc. and Maritz Inc., d/b/a Maritz
Loyalty Marketing

Dear Mr. Taylor:

I have received your letter dated May 7, 2007. As I mentioned in my letter to you of April 20, Visa has reserved all rights relating to or arising out of the Agreement and any Related Agreement (as defined in the Agreement) and anticipates providing additional information to Maritz as to the nature and amount of Visa's claims at the appropriate time. Once all functions of the Visa Extras Rewards Program have been transitioned to the new vendor we will be prepared to discuss your letter as part of the process for resolving our claims. We will contact you at that time to work out suitable procedures for those discussions.

Sincerely,



Elizabeth L. Buse
Executive Vice President
Product Development and Management

cc: Maritz Inc.
1375 N. Highway Dr.
Fenton, MO 63099
Attention: Law Department
Fax: (636) 827-3708

Visa U.S.A. Inc.
P.O. Box 6999
San Francisco, CA 94126-8999
U.S.A.



July 2, 2007

Via fax and U.S. Mail

Kelvin Taylor
Maritz Inc.
Attention: President Maritz Loyalty Marketing
1375 N. Highway Dr.
Fenton, MO 63099
Fax: (636) 827-5485

**Re: Master Services Agreement dated April 17, 2006 (the "Agreement") between
Visa U.S.A. Inc. and Maritz Inc., d/b/a Maritz Loyalty Marketing**

Dear Mr. Taylor:

This follows up on our previous exchange of letters regarding resolution of all claims arising from performance under the Agreement and any Related Agreement (as defined in the Agreement). Most recently in my letter of June 8, 2007, I suggested that Visa would discuss Maritz's claims, as well as the nature and amount of Visa's claims, when all services had been transitioned back to the new vendor. It is now timely to establish a procedure for efficiently documenting, discussing and resolving all remaining claims.

We hope that we can reach a fair resolution by negotiation between Visa and Maritz. Before starting that discussion, and to protect both parties, we believe that we should reach an understanding as to the process for resolving all claims in the event that something more than direct negotiation is required. We propose a staged process. The first stage would be direct negotiations. If the parties are unable to reach a mutually agreeable resolution through negotiation, the second stage would be non-binding mediation. Finally, if the claims are not resolved in mediation, the parties will submit the matter to confidential and binding arbitration. It is important to have this agreement on process in place before we commence negotiations so that both sides will know the alternative to a negotiated resolution.

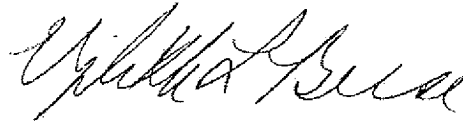
Please have your legal counsel get in touch with Visa's legal counsel to establish a mutually acceptable procedure. Visa's outside counsel are:

Roderick M. Thompson and Jonathan H. Lemberg
Farella Braun + Martel LLP
Russ Building
235 Montgomery
San Francisco, CA 94104
Phone: (415) 954-4400
Fax: (415) 954-4480

Visa U.S.A. Inc.
P.O. Box 8999
San Francisco, CA 94128-8999
U.S.A.

We are confident that this process will lead to a fair resolution and allow us to put this situation behind us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Elizabeth L. Buse".

Elizabeth L. Buse
Executive Vice President
Product Development and Management

cc: Maritz Inc.
1375 N. Highway Dr.
Fenton, MO 63099
Attention: Law Department
Fax: (636) 827-3708